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9 Attorneys for Defendant
10 Pacific Northwest Software, Inc.

11
12 UNITED STATES DISTRICT COURT
13
14 NORTHERN DISTRICT OF CALIFORNIA

15 FACEBOOK, INC.

16 Plaintiff,

17 v.

18 CONNECTU LLC (now known as CONNECTU,
19 INC.), PACIFIC NORTHWEST SOFTWARE,
20 INC., WINSTON WILLIAMS, AND DOES 1-25,

21 Defendants.

CASE NO. C 07-01389 RS

**DECLARATION OF JOHN TAVES IN
SUPPORT OF MOTION TO DISMISS
FOR LACK OF PERSONAL
JURISDICTION PURSUANT TO FED.
R. CIV. P. 12(B)(2)**

Date: May 2, 2007
Time: 9:30 a.m.
Courtroom: 4
Judge: Hon. Richard Seeborg

1 I, JOHN TAVES, declare

2 1. I am the President of Pacific Northwest Software, Inc. ("PNS") PNS was
3 incorporated in Washington State in 1998. PNS has a principal place of business in the State of
4 Washington;

5 2. PNS received a copy of the summons and the Amended Complaint in Washington;

6 3.. PNS does not maintain a registered agent for service in California;

7 4. PNS does not own, lease, possess or maintain any real or personal property in
8 California, and has not owned, leased, possessed or maintained any real or personal property in
9 California;

10 5. PNS does not own, lease or maintain an office, residence or place of business in
11 California, and has not owned, leased or maintained an office, or place of business in California;

12 6. PNS has not paid taxes of any kind in the state of California;

13 7. PNS does not maintain any bank or savings and loan accounts in California and has
14 not maintained any bank or savings and loan accounts in California;

15 8. PNS has not and does not derive substantial revenue from goods used or consumed in
16 California or services rendered in California;

17 9. PNS has signed perhaps one or fewer contracts regarding a California entity;

18 10. PNS does not presently nor has it ever maintained a telephone listing in California;

19 11. The vast majority, which I estimate at 98%, of PNS's revenues from its customers has
20 come from entities located outside of California;

21 12. In or about 2004, Co-Defendant ConnectU hired PNS to write software as it
22 concerned ConnectU's website. Software writer Winston Williams, then an employee of PNS, was
23 assigned to work on the ConnectU project. PNS invoiced ConnectU for the services performed by
24 Winston Williams as they concerned the ConnectU website. ConnectU paid PNS for these invoiced

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1 services. At all times, PNS understood that ConnectU and its principals were not located in
2 California.

3 I declare under penalty of perjury under the laws of the United States that the foregoing is
4 true and correct and that this declaration was executed on the 21st day of March, 2007 at Seattle,
5 Washington.

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7 /s/
8 John Taves
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